



COMMODITIES FUND

TENDER

FOR

MAINTENANCE AND SUPPORT OF MICROSOFT DYNAMIC NAVISION (ERP)
SYSTEM

TENDER NO: COMFUND/T/02/2020 -2021

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COMMODITIES FUND

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SECTION I – INVITATION TO TENDER

Commodities Fund wishes to notify all that the process to register suppliers of goods, works and services for 2020/2021 and 2021/2022 Financial Years has been completed. The overall list can be viewed or downloaded from our website: www.comfund.co.ke

B: TENDER NOTICE

The Fund invites bids from prospective suppliers to be considered for the following **OPEN** tenders:

TENDER	NO.
1. MAINTENANCE AND SUPPORT OF MICROSOFT DYNAMIC NAVISION ERP SYSTEM	COMFUND/T/01/2020/2021
2. MAINTENACE AND SUPPORT OF WEB BASED SYSTEM (PORTAL)	COMFUND/T/02/2020/2021
3. PROVISION OF ASSET VALUATION SERVICES	COMFUND/T/03/2020/2021
4. PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR ISO 9001:2015 QUALITY MANAGEMENT SYSTEM (QMS) EXPERT	COMFUND/T/04/2020/2021

Tender documents with detailed information may be viewed/ collected at the Fund's Nairobi offices: **Kenya Railways Headquarters building, Block D, 2nd Floor; Workshop Road, Off Haile Sellasie Avenue** during normal working hours (**8: 00a.m -1: 00 p.m.** and **2:00 p.m. –5:00p.m**) at a fee of Ksh.1000. Prospective suppliers may also view and download the Documents from the Fund's website: www.comfund.co.ke or the PPIP Tender portal: www.tenders.go.ke free of charge. Those who download the documents from the websites must forward the tender name and number applied, name of firm, address and telephone number of contact person immediately for recording, to info@codf.co.ke.

Completed tender documents must be submitted in enclosed, plain sealed Envelopes clearly marked with the Tender name and number as provided in the tender document and deposited in the Tender Box located at the Commodities Fund Nairobi Office's Reception, so as to be received on or before **Wednesday, 18th November 2020** at **11.00 a.m.** Tenders will be opened immediately thereafter at the Fund's Boardroom in the presence of applicants who choose to attend. Late tenders shall be rejected.

Women, Youth and Persons with Disability are encouraged to apply in all the tenders where they have capacity.

For further enquiries, please call: 254 20 2210806-7/9/12
Cell: 0728 602427/8, 0737 204278/9

MANAGING TRUSTEE



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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE(day, date and time of closing),"

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders**
- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.
- 2.17 Modification and withdrawal of tenders**
- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Registered Microsoft Dynamic Solutions Program (Microsoft RSPA Agreement)
2.10	In Kenya Schillings
2.11	As per the criteria
2.12	Ksh.100,000 in form of Cash, a bank guarantee, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and approved by Public Procurement Regulatory Authority.
2.13	Validity of Tender 120 days from the date of opening
2.18	Opening of tenders Wednesday, 18 th November, 2020 at 11:00 a.m.
2.24	Procuring Entity may conduct post – qualification prior to award.
2.30	5% of performance security will be required from the successful bidder
	The successful tenderer may at the discretion of the Fund be invited for demonstration and also be requested to provide evidence of any statutory documentations during due diligence. Reference checks shall be carried out to the successful; bidder

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	5% of performance security is applicable
3.8	Within 30 days and after inspection and acceptance by the Fund
3.9	As per clause
3.14	As per clause. Kenya Arbitrators Association
3.17	Kenyan laws
3.18	The Manging Trustee Commodities Fund P.O. Box 52714-00200 .NBI. Kenya Railways Headquarters Building, Block D, 2 nd Floor, Workshop Rd, Off Haile Selassie Avenue

SECTION V – SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery Time Start _____ End _____
1	Maintenance and support of Microsoft Dynamic Navision ERP System		

.SECTION VI – DESCRIPTION OF SERVICES

TECHNICAL SPECIFICATIONS FOR PROVISION OF SUPPORT AND MAINTAINANCE SERVICE FOR NAVISION 2017 ERP SYSTEM

The main objective of the ERP maintenance and support is to increase the customer experience through support of an existing Microsoft Navision ERP (2017) system implemented in 2017 which is meant to integrate all the required business processes and systems. Comfund therefore wishes to procure services of a competent MS Dynamics Partner to render ongoing support and maintenance for its Microsoft dynamics (Nav) ERP system for a period of 36 months.

1.0 Objectives of the ERP system

Comfund implemented Navision ERP 2017 to automate and integrate its processes for the following functions; Finance, supply chain, human resource and administration, payroll, performance, Credit and loans management and ICT. The following were the objectives:

1. Achieve quality of service, efficiency and effectiveness and improve controls over loans management, financial transactions and human resource and procurement activities.
2. Establish uniform standards and global best practice in business processes
3. Enable real time and end-to-end visibility of information on multiple dimensions (Budgeting, financial reporting, inventory and executive reports etc.)
4. Avail information seamlessly and on demand without manual intervention and duplication.
5. Facilitate management dashboards for monitoring and decision support systems.

6. Facilitate business process re-engineering in the various functions of the organisation to make them efficient, transparent, and compliant to regulatory requirements.

2.0 project deliverables

The scope and characteristics of the ERP solution support and maintenance is to be proposed by the bidders to meet the requirements of the Fund which should cover the following aspects:

1. Project Management services
2. Onsite support/working for the initial support items to cover the functional areas and continuous support which may be provided offline.
3. User requirement analysis, documentation and presentation of solution roadmap
4. Systems functionality analysis, documentation and presentation of solution roadmap
5. Configuration, customisation and development where it applies
6. Service level agreement and performance
7. Integrated workflows to ensure end to end processes and functions
8. Ensuring integration challenges are streamlined with the existing systems (portal and payment platforms)
9. Ensure the system future expansion and future scalability
10. Continuous training and documentation
11. Establishment and implementation of feedback and monitoring system
12. Software license management.
13. Implementation approach and methodology
14. ERP solution implementation activities

3.0 ERP support expectation

The successful service provider should be aware that the support process will be required on immediate basis and the Fund expects that the service provider will adhere to the following:

1. Must meet the stringent timelines required
2. Provide onsite and off-site support as required
3. Provide professional project management, tracking of issues and problems and resolutions as service level agreement(SLA)
4. Adhere to the priorities of the system as per the users

5. Provide skilled and competent services to meet the envisaged change process.
6. Provide and adhere to quality standards and documentation processes.

4.0 Process improvement

This will be done to enable adopt some of the best practices embedded in the ERP Solution. The areas that can bring maximum benefits will be identified by the bidder in close coordination with process owners. System Implementer will also bring in knowledge of the best practices adopted by other credit industries during the support period. Since process improvement is a part of overall implementation plan, bidder should recommend possible places of process improvement, detailed in the plan. Wherever possible the fund would like to adopt the best practices and standard processes available with the ERP solution, including Reports and Forms to the extent possible. The following project activities shall be expected:

1. Meetings organised at regular intervals throughout the project as demanded by the context.
2. Preparation of master list of issues and categorisation based on requirements approach.
3. Analysis root causes of key challenges
4. Prepare business process designs and code function mappings
5. Identify best practise needs for process changes.
6. Identify the best implementation roadmap with agreed phases, work packages, activities and tasks.
7. Prepare test plans and security control implementation
8. Appropriate knowledge transfer must be provided

5.0 Management of the Project Team Changes/Attrition

Since the continuity of the key members of the project team is essential for the success of the project, shall expect the bidder to follow diligent process for ensuring continuity of the key implementation team. Comfund would like to identify those persons whose profiles will be part of the bidding document as the basis for the evaluation of the competence of bidder to carry out the implementation of the Project at as the —Key personnel. It is the responsibility of the bidder to deploy these resources either on a full time or part time basis for the activities they have been proposed to be deployed during the entire duration of the Project as per the response to the TENDER DOCUMENT submitted by bidder. The team will be on board only after Comfund accepts the profiles proposed by the bidder.

In the event that identifies any personnel of the bidder as —Key Personnell, then the bidder shall not remove or replace such personnel without the prior written consent of the, unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, among others.

Under any circumstances when the Key Personnel are to be replaced or removed, the bidder shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by or its authorised representative or its authorised representative will have the right to accept or reject these substitute profiles.

In the event that any Key Personnel is to be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than seven (7) working days from the date of exit of such personnel. If replacements are not done as per mutual agreement, will have the option to penalise the bidder for bad delivery and material breach.

At the project preparation stage, the bidder will share the profiles of the key members with and these key profiles should meet the specifications highlighted in the TENDER DOCUMENT as well as the proposal submitted by the bidder. The replacement will be on board only after accepts the replacement.

8.0 Support levels

The bidder is expected to utilise various support level strategies to achieve appropriate solution to satisfy the user needs with the required time. The service levels include:

- i. 1st line basic support which provides elementary support to the end-users
- ii. 2nd level support provides a more technical support with further configurations adjustments when the 1st level support is not able to solve an incident. The configuration includes small functional routines changes, error fixing and developing screen variants as needed by the business by setting fields attributes - to hide, display and make them mandatory fields.
- iii. 3rd level support provides technical support by redesigning, customisation and development of certain processes to remove fundamental bottlenecks in the modules.

This where it is reviewed and is deemed to take less time to overhaul than to customise. Requires ability to analyze problem, troubleshoot, research and developing a lasting solution.

9.0 Background and scope Description

The ERP system has been in use for the past three years. From the user experiences the following is realised:

1. There are areas which have worked in perfect conditions and thus they would need to be maintained in the condition through the life cycle.
2. Certain areas require house cleaning activities to ensure the system is well organised
3. Curtained areas require activating the sub-modules by removing any technical challenges through configurations
4. The credit module is the major functional module within the system. The loan products provided by the fund are diverse with divers customisation requirements which is reflected in the quality of reports and loan statements produced. Certain sub functions is deemed to experience some design challenges leading to problems in reporting, loans management and integration/information flow to the finance module.

9. Functional modules and processes

The current business functions and modules are described based on the thematic areas at Fund. The described processes are typical functionalities in the ERP solution which are indicative and not exhaustive. The bidder shall undertake scoping to ensure that the proposed ERP support covers all the requirements, quality standards applicable to each functional area, statutes, rules and regulations applicable to the functions and the international best practice in each discipline.

10.1 Credit management

1. Customers registration and categorisation
2. Loans applications
3. Loans appraisal
4. Loans schedule/calculator/rescheduling
5. Collateral management
6. Loans approval
7. Disbursement
8. Receipting and posting

9. Loans management
10. Repayment breakdown
11. Monthly interest income
12. Loan closure
13. Loan products
14. Loans aging
15. Loans notification
16. Loans reporting
17. Financial module integration
18. Executive reports
19. Refund management
20. Generation of offer letters, reminders and notifications

10.2 Financial Management

1. General Ledger
2. Budgeting
3. Imprest processing
4. Payables
5. Receivables
6. Cash and bank mgmt.
7. Fund management
8. Interest Income process
9. Fixed deposit
10. Fixed assets
11. Report module list
12. Account schedules
13. Trial balance

10.3 Human resource

1. Employee master details/registration
2. Recruitment management
3. Training and development
4. Retirement/resignation/termination

5. Leave administration(n)
6. Performance Management
7. Notification

10.4 Payroll Management

1. Payroll Processes
2. Payroll administration
3. Benefits administration
4. Salary Advances
5. Notification

10.5 Supply Chain Management

1. Prequalification/registration of suppliers.
2. Purchase/stores requisition management
3. Sourcing of goods, works and services
4. Evaluation process
5. Preparation of professional opinions
6. Award of contracts
7. Procurement and contract management
8. Contract administration
9. Implementation and monitoring
10. Inventory management
11. Supplier performance management
12. Store issues and stock taking
13. Management of outsourced transport services
14. Inspection and acceptance

10.6 ICT / Administration Management

1. Authentication/password management
2. Authorisation
3. Workflows management
4. Roles management
5. Rights management
6. Audit trail
7. Backups on-site, off-site
8. Back-end

10.7 MIS reports

Dash board for different category of users

1. Auditor view
2. Legal view
3. MT view
4. Self-service/requisitions
5. Approvals workflows
6. Management reports

10.0 Credit module review and support issues

Credit module area	Objectives(review and correction)
Customer/members registration/farmer	Must ensure of the client data registration requirements and process is streamlined
Member register	Review completeness of member information as per user requirements
Loans appraisal	Review loan appraisal process for completeness are per user requirement(sample loan form and information)
Loans register/Loan details	Review loan details capturing into the loan register/loans ledger for completeness
Intermediaries details	Following a current data reconciliation process a review for a fresh data migration, data overhaul or new company
Loan application	Review the loan application bottlenecks especially the requirements for each type of client
Loans initiation	Review loan approval stages and loan tracking reports with stages of the loan process
Loans repayment schedule/calculator	Review the loan repayment calculator and scheduling
Interest type/repayment types	Review the loan repayment types to ensure its consistent with the policies
Rescheduling	Review the abilities for the loan to be rescheduled properly
Loan product definition	Ensuring that all loans have their respective terms (product type, tenure, repayment frequency) as per the credit policy
Loans approval	Ensure the loan approval process is clear
Loans disbursement	Review the loan disbursements process in the system and update the farmer's statement automatically. To ensure finance are able to post.

Loan portfolios coffee	<ul style="list-style-type: none"> • Review collateral tracking report e.g. for tripartite, loan agreements
Loan portfolio sugar	<ul style="list-style-type: none"> • Review generation of PAR reports per regional office • Review all reports should have a cut- off date whereby an officer can generate a report as at a specific date • Review process of creating loans product types
Repayment receipting	<ul style="list-style-type: none"> • Review posting process and posting responsibilities Finance department should post all the repayments in the system and create a dashboard for all transactions pertaining to collections whereby credit officers will be able to pick from and post to the right client or provided schedule • All repayment transactions should have a column of their respective receipts • Repayments should be posted in the system per loan product and as per the terms of the offer
Repayment posting	Review receipting process
Statements	Review the ability to view post-dated statements and back-dated statement(functional)
Loans statements	<ul style="list-style-type: none"> • Review printing statements for a single intermediary, society in bulk • Review printing post-dated statements and back-dated statement • Farmer statement should have amount Refunded in the case of overpayment
Aging report per year, region, officer, product, county, society, intermediary	Loan Aging and provisioning - principal loan aging, interest loan aging and total loan aging
Notifications	Review notification process on - Defaulted Cases (Loans in arrears), loan repayments in arrears (number and amount), Loan securities that are about to fall due (One month to due date), and loan instalments to fall due in a month
Auto-update	Review auto-update of Interest accrued on daily basis
Document print outs	Review offer letters, Reminder and demand notices should be system generated for ease of loan recovery.
Penalty on defaulted loans	Review penalty interest setup for loans that have fallen in arrears from a specific effective date.(functional)
REPORTS	

Loan number series	Review loan number series controls Loans applied, approved, open, rejected
Disbursement, Loans repayment, Loans defaulter, Loan appraisal, Loans due, Loan balances, collateral, discharge and Loans frozen	Filter reporting per year, region, officer, product, county, society, intermediary
Repayment breakdown per year, region, officer, product, county, society, intermediary	The repayment breakdown should be per individual transaction unlike currently where it is accumulated into a transaction made by a client
Loan collateral reports/legal per client, year, region, officer, product, county, society, intermediary	<ul style="list-style-type: none"> • Details of the security should be captured while initiating the loan into the system • Option for tripartite, bank guarantee and other securities not provided • Tenure of the security to be included
Collateral management	Review collateral management by legal department
Refunds of overpaid amounts	Should be initiated from Credit from the system then to MT for approval and finally Finance for processing
Cut-off on all loan reports	<ul style="list-style-type: none"> • Review • All reports should have Cut-off date whereby an officer can generate a report as at a specific date.
Turn around	Loan application process Turn-around time report
Repayment	Projected principal paid, interest paid and interest accrual reports
Loans overpayment	Review loans overpayment report per client, year, region, officer, product, county, society, intermediary
insurance settlement report	Review on finance side and appear in credit as a report

12.0 Technical and functional description of loan

This information provided in this section serves as pointers and technical description of the loan processing functions, transactions and data output. The review will be done by the successful bidder before presenting the implementation roadmap
Review credit management and financial management integration mechanism
Review any integration challenge occurring due to finance module using ledger entries while the loans module uses custom transactions entries

Review the loans module major functions (which process data) for their adequacy of generating all the necessary information required to generate the set of reports required by user: Disbursement, Repayment (many sub-functions), overpayment, refund, Arrears , Penalties, Monthly interest
Review farmer loan account setup and the management of multiple loans taken by each farmer
Review the possibility of separation loans taken by a farmer and processing separately
Review overpayment mechanism that distributes repayment to loans held by single farmer account with a view of matching a repayment to a specific loan.
Review the completeness of the custom transactions types and the need for other transaction types to provide missing information required for, arrears, penalties, cut-off reports and statements
Review repayment transaction process especially the overpayment tracking, repayment reporting
Review repayment process. Receipting and posting (finance does receipting while credit does posting) resulting in lack of instant receipt or farmer statement update
Review the triggers for computing interest accrued when there is no repayment transaction which should post monthly entries
Review loan calculator, amortisation and loan repayment schedules. The loan calculator generates a repayment schedule of interest and principle payments
Arrears and penalties and loans due aging. Loans have different tenures, repayment cycles and lump sum (bullet payments). The system should have a basis of comparing amounts paid and amounts due and thus classify and categories the performance and amounts due
Review loans report filtering(report per year, region, officer, product, county, society, intermediary
Executive reports and management reporting
Visibility of budget and budget control to management to be able to track the departmental an organisational budget utilisation and allow viewing of funds usage and funds availability
Review key credit reports to be available on dashboard to management e.g. monthly collection, monthly disbursement, outstanding
Review performance appraisal sub module and indicator setting to include the four balance score card perspectives, targets and enterprise reporting based on balanced score card KPIs
Review set up and designs of loans arrears and penalties charged.

1. MANDATORY EVALUATION AND STATUTORY DOCUMENTS (Required to proceed to the Technical Evaluation Stage)

No	Requirements	Tenderer's Response
MR 1	Provide copy of the company's Certificate of Incorporation (Legal structure) Submit copy of CR12 /CR13	
MR 2	Provide copy of Valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA)	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Submit Microsoft Navision Developers Account License	
	Submit copy of your Registration as a Microsoft Dynamic Solution Program (Microsoft RSPA Agreement)	
MR 5	Bidders should provide NAV object range numbers (bidders to state the range covered in their company letter head	
MR 6	Valid single business permit for the year 2020	
MR 7	Paginate/serialize entire document	
MR 8	Provide copies of audited accounts for the company for the last three consecutive accounting years showing an annual turnover for 2019/2018/2017 .	
MR 9	Submit with tender a bid bond of Ksh.100, 000 of the tender sum. Bank Guarantee or insurance bonds are acceptable.	
MR 9	Provide proof of manufacturer's authorization letter & Support by the Software and equipment manufacturers to sell/service the product in Kenya. A letter of Authorization /Tenderer recommendation should be signed by the manufacturer or the authorized dealer(Microsoft Dynamic NAV software	

1. TECHNICAL EVALUATION CRITERIA:

NO:	SPECIFICATIONS.	TOTAL POINTS.	POINTS AWARDED
1.	<p>Firm experience</p> <p>Provide proof of three (3) similar projects handled in the last five years in the public sector. Indicate contacts, description/scope, amount of contract, commencement date and duration of the contract</p> <p>Support this with copies of contracts/Purchase order (2 marks x 3)</p> <p>No evidence 0 marks</p>	6	
2.	<p>Clients reference letters</p> <p>Submit three reference letters in client's letter head. The references are in regard to similar past and ongoing projects (2 marks x 3)</p>	6	
3.	<p>Key Staff</p> <p>a) Team leader</p> <p>Attach detailed Cv (2 marks)</p> <p>Academic qualifications (attach copies of certificates. Bachelor's Degree in ICT (2 marks))</p> <p>Professional qualifications</p> <p>PMP Certifications (2 marks) Microsoft Dynamics Nav Certification (4 marks) Other certification in relevant field eg CISA,SQL (2 marks)</p> <p>Experience</p> <p>5 years or more in development , implementation and support (10.5 marks) Below 5 years 0 marks</p> <p>b) Two technical staff</p> <p>Attach detailed Cv (2 marks x 2 = 4)</p> <p>Academic qualifications (attach copies of certificates for each staff. Bachelor's Degree in ICT (2 marks) x 2 =4)</p> <p>Professional qualifications</p> <p>Microsoft dynamic s certifications (4 marks x 2 = 8) Other related certifications eg CRM, BI, Programming, SharePoint (2 marks x 2=4)</p> <p>Experience of two technical staff</p> <p>3 years' experience in development, implementation and support of NAV ERP with integration to third party systems (2. 5 x 2 =5) Below 3 years 0 marks</p> <p>c) One functional and support staff</p>	58	

	<p>Attach detailed CV (2 marks) Academic qualifications Degree in ICT (2 marks)</p> <p>Professional qualifications Microsoft Dynamic certifications (4 marks) Other related certifications eg CPA K, MCP (2 marks)</p> <p>Experience 3 years' experience or more in implementation, training, configuration and support of NAV ERP (2.5 marks)</p>		
4.	<p>Approach, Methodology & Work plan</p> <p>Methodology must be comprehensive on approach but not limited to timelines management , understanding the existing code,planning,meetings, security,responsibilities,approach solutions to challenges best practices , technical expertise, testing types, prioritization, third party issues, integration, documentation, training and demonstration, key issues resolution and evolving /emerging problem management Indicate methodology, escalation strategy and how issues will be reported and tracked. This should include timelines for resolve of issues raised by users.</p>	10	
5.	<p>Testing strategy</p> <p>Indicate the proposed testing plan, types of test and test tools Proposal responses to technology Requirements are provided adequately.</p>	5	
6.	<p>Training and change management plan</p> <p>The bidder should explain how they intend to achieve successful change management approach and tools</p>	5	
7	<p>Financial capacity</p> <p>Submit audited accounts for 2019/2018/2017 financial years. Assessment of firms will entail working capital (5 marks) Positive profit trend for the last 3 years (5 marks)</p>	10	
TOTAL TECHNICAL SCORE		100	

2. COMPLIANCE TO TECHNICAL SPECIFICATIONS

Response to compliance to all Technical Specifications is **MANDATORY**. Bidders must score a minimum of 80% in the Technical Evaluation stage in order to be considered for Financial Evaluation. Bidders **MUST** respond to **ALL** the requirements on a clause by clause basis **stating clearly** how their solution meets the requirements. Responses to

compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.



CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)



PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)



BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We,the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

